

# INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Among

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT, WYOMING, Agreement Number KAA020003

NATIONAL PARK SERVICE, INTERMOUNTAIN REGION  
Agreement Number H1249070030

BUREAU OF INDIAN AFFAIRS, ROCKY MOUNTAIN REGION  
Agreement Number AG7C5000699

FISH AND WILDLIFE SERVICE, MOUNTAIN PRAIRIE REGION  
Agreement Number 14-48-60139-07-K001

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
ROCKY MOUNTAIN and INTERMOUNTAIN REGIONS  
Rocky Mountain Region Agreement Number 07-FI-11020000-018  
Intermountain Region Agreement Number 07-FI-11046000-017

and

THE STATE OF WYOMING, STATE BOARD OF LAND COMMISSIONERS  
OFFICE OF STATE LANDS AND INVESTMENTS  
WYOMING STATE FORESTRY DIVISION

IN ACCORDANCE WITH  
Acts of Congress

June 30, 1932, (31 U.S.C. 1535), Economy Act  
June 28, 1934, (43 U.S.C. 315a), Taylor Grazing Act  
April 24, 1950, (16 U.S.C. Section 572), Granger-Thye Act  
May 27, 1955, (42 U.S.C. 1856), Reciprocal Fire Protection Act  
August 18, 1970, (16 U.S.C. 1b-1), National Park System General Authorities Act  
October 30, 2000, (42 U.S.C. 5121 as amended) Disaster Relief/Emergency Assistance Act  
December 12, 1975, (16 U.S.C. 565 a-1), Cooperative Funds and Deposits Act  
October 21, 1976, (43 U.S.C. 1701), Federal Land Policy and Management Act  
June 30, 1914 (16 U.S.C. 498) Cooperative Funds Act  
National Interagency Agreement for Fire Management, 02-IA-11132543-21  
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in Public Law 105-277, Sec. 101(e)  
Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*)  
Wyden Amendment, P.L. 105-277, Section 323 as amended by P.L. 109-54, Section 434  
Homeland Security Act of 2002 (H.R. 5005-8)  
Homeland Security Presidential Directive-5 (HSPD-5)

## Wyoming Revised Statutes

36-2-108, Duties and Powers of the State Forester  
35-9-301 through 35-9-304, Fire Closure  
36-1-401, Emergency Fire Suppression Account

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## **PURPOSE**

The purpose of this Interagency Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

The State of Wyoming, State Board of Land Commissioners, Office of State Lands and Investments, Wyoming State Forestry Division, hereinafter called the State; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, and the Regional Forester for Region 4, Intermountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the Park Service; and

The United States Department of the Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of the Interior, Bureau of Indian Affairs, Rocky Mountain Region, hereinafter called the BIA; and

The United States Department of the Interior, Bureau of Land Management, through the State Director for Wyoming, hereinafter called the BLM.

The Forest Service, Park Service, Fish and Wildlife Service, BIA, and BLM may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as EXHIBIT A.

## **RECITALS**

Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Wyoming, and wildland fires on these intermingled or adjacent lands may present a threat to the lands owned, administered, or controlled by one or more of the Agencies and Counties;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;

Whereas: The Counties have fire management responsibilities and provide fire management services on state and privately owned lands;

Whereas: It is to the mutual advantage of the State, Counties, and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, fuels management, vegetative management, preparedness, prescribed fire, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that State resources be available to assist in the suppression of wildland fires and other fire management activities, including prescribed fire, on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression and fire management support, including other States;

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildland fires and other fire management activities, including prescribed fire, on all State, County, and private lands;

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

### **INTERAGENCY COOPERATION AND COORDINATION**

1. **State/County Relationship:** The State will act as the coordinator for Wyoming County and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State of Wyoming. To facilitate the purpose and intent of this Agreement, all references to “County” or “Counties” refers only to those “County or Counties” who have established written and executed cooperative fire agreements with the State of Wyoming and who meet the terms and conditions of those agreements.
2. **Zone Coordinating Groups:** The Zone Interagency Dispatch Center Coordinating Groups will provide the primary coordination for interagency wildland fire activities within their respective areas of influence. These groups will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire management and fire suppression activities.
3. **Rocky Mountain Coordinating Group (RMCG):** The Agencies shall cooperatively establish and maintain the Rocky Mountain Coordinating Group, consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire management activities in Wyoming.
4. **Joint Projects and Local Agreements:** The State, Counties, or any of the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the Agencies or Counties. These projects may be in such activities as suppression, preparedness, Fire Use for Resource Benefits, land rehabilitation, fuel management, vegetative management, prescribed fire, training, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in annual operating plans, local agreements, or other appropriate written documents. Documentation will include the

objectives, role of each agency, and each Agency's or County's share of costs. Interagency prescribed burning projects will comply with NWCG standards.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of Agencies party to this Agreement.

5. **Incident Command System:** The Agencies will operate under the concepts of the National Incident Management System (NIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement. Qualifications for local resources utilized for local fire management will meet local standards. In order for Counties/rural fire departments to be available to assist in the management of wildfires on all Federal lands within Wyoming, and on other lands on which the Federal Agencies/State of Wyoming provide fire management support, including other States, strong emphasis is placed upon the goal of meeting the NIMS Wildland and Prescribed Fire Qualification System (National Wildfire Coordinating Group 310-1 qualifications). This goal is also applicable to local initial attack operations and mutual aid.

6. **Interagency Dispatch Centers:** The Agencies and Counties agree to maintain, support, encourage, and participate in zone Interagency Dispatch Centers. The centers are to be under the direction of local zone coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency in wildland fire management programs. Agencies and Counties agree to use the appropriate geographic area coordination center as the center for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be agreed to and documented in each respective zone mob guide or annual operating plans. The appropriate zone mobilization guide will be the primary document to identify approved policy, procedures, and organizations. The five Zone Interagency Dispatch Centers are Cody, Casper, Rawlins, Great Plains, and Teton.

7. **Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate in a national, geographic and zone setting.

8. **Annual Operating Plans:** Annual Operating Plans will be developed at the County level and the applicable federal fire planning unit and will become a part of this agreement. Subjects identified in the Operating Plan Outline Guide attached hereto as EXHIBIT B will be addressed, if applicable, and displayed in that format.

County Operating Plans will outline the details of implementing this Interagency Cooperative Fire Management Agreement. Unit Administrators will normally have the responsibility for developing and approving Operating Plans and will submit them to their respective Agency or County Administrator. A portion of the agreed requirements

under this section will be met with the annual development and approval of appropriate geographic area mobilization guides.

9. **Fire Prevention Policies:** Unit Administrators will assure that fire prevention goals, objectives, and activities are planned at local and Statewide levels. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies and Counties may pool resources and share costs of wildfire prevention activities. Fire restrictions and closures will be issued and lifted on a coordinated, interagency basis whenever practical as described in the Wyoming Interagency Fire Restriction Plan and appropriate zone mobilization guide.

10. **Prescribed Fire and Fuels Management:** The Agencies and Counties agree to cooperate and communicate in the development and implementation of prescribed burning and mechanical fuels reduction programs and projects through the Wyoming Fire Action Team. This Agreement authorizes the exchange of funds and resources for prescribed fire projects.

Wildland fires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement for all suppression costs of supporting agencies and counties.

Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires under the terms and conditions of the Annual Operating Plans.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn or project plan.

If parties to this Agreement conduct a cooperative mechanical fuels reduction project, details covering cost sharing, reimbursement, and responsibilities shall be agreed upon and documented in the project plan.

11. **Wildland Fire Use:** Suppression action wildfires resulting from wildland fire use incidents that were managed at the direction of or under the supervision of the Agencies to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed upon, all suppression costs are the responsibility of the Jurisdictional Agency and shall be agreed upon and documented in the project plan.

12. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and Federal regulations. Individuals meeting their respective Agencies or Counties regulations are entitled to drive or operate other agencies or counties vehicles or equipment. Drivers and operators will not be exempt from the U.S. Department of Transportation requirements including commercial drivers licensing.

13. **Training:** The Agencies and Counties will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach.

14. **Communication Systems:** The Agencies and Counties may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency or County and will be documented in the Annual Operating Plans.

15. **Remote Automatic Weather Stations (RAWS):** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase and maintenance of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

16. **Aviation Operations:**

- a. General: The Agencies agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.
- b. Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, smokejumpers, and fixed-wing operations will be pursued when an interagency approach is appropriate and cost effective. Inventories of and/or procedures for aviation operations will be provided in the appropriate mobilization guides.
- c. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the USDA-Forest Service (USDA-FS) or the USDI-Aviation Management Directorate (USDI-AMD) for Federal agency missions or transport of Federal employees.
- d. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the USDA-FS or by the USDI-AMD, or Department of Transportation Federal Aviation Administration, as required. This inspection/carding process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State of Wyoming staff may participate in USDI-AMD and/or USDA-FS inspection and carding of vendors located within the State of Wyoming.
- e. National Guard Aircraft: National Guard pilots and aircraft will be issued an annual letter of certification and approval by the Forest Service Regional Helicopter Operation Specialist. VHF-AM and VHF-FM radios will be installed in all helicopters to allow necessary communication with all other



resources assigned to the incident. Annual interagency training will be provided by Regional/State Aviation Technical Specialists, Helicopter Operation Specialists, Incident Air Operations personnel and experienced Fire Suppression Specialists. Training will include aviation policy, incident air operations, organization, coordination, communication, dispatching procedures, fire tactics/behavior and water bucket techniques. All orders for Wyoming National Guard aircraft for federal jurisdiction fires will be placed with the appropriate Zone Dispatch Center. Wyoming State Forestry Division will activate the Wyoming National Guard resources through the Wyoming Office of Homeland Security (OHS). The Wyoming State Forestry Division may request activation of Wyoming National Guard resources for state and private land fires within Wyoming with follow-up notification to the appropriate zone dispatch center and RMACC. Commercial resources must be evaluated for reasonable availability prior to National Guard activation.

## **PROTECTION RESPONSIBILITIES**

17. **Protection Areas and Boundaries:** Annually, the Agencies will work with the Counties to agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the Annual Operating Plans.

18. **Reciprocal Fire Protection (Mutual Aid):** As deemed appropriate, the Agencies and Counties may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period, not to exceed 24 hours, will be documented in the Annual Operating Plans.

Aviation resources will be outlined separately for mutual aid response in the Annual Operating Plans as applicable.

19. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Except as described in clause 17, such resources are to be paid for by the Protecting Agency.

20. **Exchange (Offset) Fire Protection:** Agencies and Counties may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones and responsibilities shall be documented in the Annual Operating Plans.

21. **Fee Basis (Contract) Fire Protection:** For an agreed upon fee, one Agency or county may assume fire management responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plans.

## **FIRE SUPPRESSION**

22. **Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency or County has protection responsibility.

23. **Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's or County's use of the resources and will be agreed to and included in the Annual Operating Plans.

24. **Fire Notifications:** Each Agency or County will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency or County has protection responsibility.

25. **Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the Protecting Agencies or Counties on either side of the boundary. The initial attack Incident Commanders of the involved Agencies or Counties shall establish unified command and mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency or county suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee for all actions.

26. **Protection Priorities:** The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on the values to be protected, human health and safety, and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected.

27. **Wildland Urban Interface Protection:** The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention and education, and technical assistance. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities under written formal Fire Protection Agreements that specify the mutual responsibilities of the partners, including funding. (Some State and federal agencies have full structural protection authority for their facilities on lands they administer and may also enter into formal agreements to assist local governments with full structural protection.)

28. **Suppression of Fires on Lands Under Direct Protection of Another Agency:** Any participating Agency or County may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another Agency or County. None of the parties to this agreement shall perform any fire suppression action which is contrary to limitations found in the appropriate Annual Operating Plans. The Protecting Agency will assume command of all fire suppression action when a qualified incident commander of that Agency or County arrives at the fire.

29. **Appropriate Management Response:** All fire management actions conducted on lands of another Agency or County will be consistent with that Agency's or County's fire management policy and the terms of this Agreement.

The Special Management Considerations, for example Wildland Fire Use for Resource Benefits, shall be addressed in a section of Annual Operating Plans and will identify procedures and criteria for unit administrators of the Agencies and Counties to communicate land management considerations to Incident Commanders.

Areas that are identified in federal agency fire management plans as Wildland Fire Use for Resource Benefits or areas that are scheduled for prescribed fire, including Maximum Manageable Areas (MMA's), that include State land, must abide by the Rules and Regulations Board of Land Commissioners, Chapter 27, Prescribed Burns.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in Annual Operating Plans. In areas of intermingled jurisdiction, such considerations will include protection priorities of adjacent agencies.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.

30. **Wildland Fire Situation Analysis (WFSA):** The Federal Agencies' policies require that a WFSA be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and unit administrator approval of the WFSA. Responsibility for strategy and tactical implementation shall rest with the Incident Commander.

31. **Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies and

Counties shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency and County shall be responsible for fire-related law enforcement activities on wildland fires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

32. **Fire Reports:** In incidents where the Protecting or Assisting Agency is not the Jurisdictional Agency, the Protecting or Assisting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 15 days after the fire is declared out.

33. **After Action Review:** To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies and Counties may conduct after action reviews. Such critiques or reviews will be conducted jointly by the affected County(s) and Agency(s).

### **USE OF AND REIMBURSEMENT FOR SHARED RESOURCES**

34. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Agencies, County(s), the United States or the State of Wyoming to expend funds in excess of appropriations authorized by their governing body from the current fiscal years budget and administratively allocated annually for the obligations contemplated in this Agreement.

35. **Reimbursable Assistance:** Reimbursable Assistance refers to those fire management resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. All costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as, but not limited to:

- a. Costs incurred for suppression and move-up and cover resources.
- b. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- c. Additional support dispatching services requested through a resource order.
- d. Cost of resources in support of the incident, including contract resource costs.
- e. Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- f. Aircraft, airport fees, foam and retardant costs.
- g. Agency or County owned equipment and supplies lost, damaged, or expended by the Assisting Agency.
- h. Cost of reasonable and prudent supplies expended in support of the incident.
- i. Costs of State resources.
- j. Costs incurred for fuels management and wildland fire use.

Repair or replacement of Agency or County owned equipment and/or supplies lost and/or damaged must be investigated and the justification for replacement or repair must be documented. The investigative review team will be comprised of all participating agencies and counties.

The State and Counties of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all Agencies and Counties. Emergency Equipment Rental Agreements will only be executed for non-fire equipment not listed in the above exhibits.

36. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies and Counties agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies, per the National Mobilization Guide.

37. **Cost Sharing:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of Counties or Federal Agencies. See EXHIBIT C for a sample cost share agreement. Guidance for cost share determination can be found in the Interagency Incident Business Management Handbook. A general approach to cost sharing on local incidents will be outlined in Annual Operating Plans but can be superseded by an incident specific cost share agreement.

The Agencies and Counties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's or County's Direct Protection Area will be the responsibility of that Agency or County. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's or County's direct protection area than in another. These situations will be considered when determining each Agency's and County's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies or Counties.

38. **Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency or County in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the protecting agency.

39. **Loaned Equipment:** Equipment loaned, without operator by one Agency or County to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed by the fire or fire suppression action.

40. **Billing Procedures:**

- a. Federal Billings: Federal Agencies will not bill each other for fire suppression. See sub-paragraph B under this section for State and County billings.
- b. State and County Billings: When State or County resources are used and the fire management activity is within the state of Wyoming, the State or County will bill the protecting host unit.

The lead Federal Agency will submit their billings to the State when the State is the jurisdictional Agency. When the State is the jurisdictional Agency, the Forest Service and/or BLM will be the lead federal Agencies and will submit their individual billings to the State and the State will reimburse each individual lead Agency. The State and all of the Federal Agencies will meet quarterly to discuss fire costs and bring appropriate documentation of costs for billing purposes and/or billing estimates. A contact person for each Agency will be identified and be responsible for ensuring costs to date are presented for their Agency at a meeting 90-120 days after the fire is declared out where all parties will determine cost breakout. Agency contacts will work together to set the date and location for this meeting.

Any time State resources respond outside the State of Wyoming, the State will coordinate and bill all applicable costs to the Forest Service, Rocky Mountain Regional Office.

- c. Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).
- d. Fire Numbers: Agencies will share their respective individual fire numbers for cross referencing purposes.
- e. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency or County shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State or County will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

- f. **Billing Content:** A separate bill will be submitted for each fire. Bills and State Form WSFD-41 Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by the following:

- Originals or copies of Fire Time Reports, SF-288.
- Summary of travel charges.
- Equipment Use Invoice and Daily Shift Tickets.
- Credit card bill, list of purchases.
- Cost Share Agreement, when applicable.
- Copy of Resource Order.

Payment for Wyoming State Agency resources will be made direct to the appropriate State agency identified in the billing. The State will handle billing questions or disputes with the appropriate County.

- g. **Billing Addresses:** All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Annual Operating Plans.

All bills for services provided by State and County resources and for all Federal and State incidents outside of Wyoming will be mailed to the following address:

USDA Forest Service, Rocky Mountain Region  
Attn: Incident Business - Regional Budget Office  
740 Simms St  
Golden, CO 90401

- h. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

WY Interagency Cooperative Fire Management Agreement

- i. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
41. **Examination and Audit:** Agencies and Counties shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

### **GENERAL PROVISIONS**

42. **Mutual Sharing of Information:** Agencies and Counties will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.
43. **Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Supporting and Jurisdictional Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.
44. **Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire management and does not include non-wildland fire management and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements. In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency and as long as requested resources are available and all other provisions of this agreement are met.

Funding shall be available to reimburse State and other cooperating entities for services provided in response to wildfire and other emergencies or disasters to the extent that authority is provided in the current year appropriation bill and such reimbursements by the Forest Service for non-fire emergencies are fully repaid by the responsible emergency management agency.

Reimbursement for non-wildfire, non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.



45. **Previous Agreements Cancelled:** This Agreement supersedes the 2002 Wyoming Interagency Cooperative Fire Protection Agreement.

Existing subsidiary agreements remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into Annual Operating Plans provided for under this Agreement.

46. **Entirety of Agreement:** This Agreement consisting of 19 pages, Exhibit A consisting of 4 pages, Exhibit B consisting of 5 pages, Exhibit C consisting of 5 pages, Exhibit D consisting of 2 pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

47. **Assumption of Risk:** Each specific party to this Agreement assumes the risk of any loss of state or federal funding, either administrative or program dollars, due to that particular party's failure to comply with state or federal requirements.

48. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

49. **Employment Policy:** When State or County personnel are suppressing wildland fires on lands for which the Federal Agencies are responsible and at such time when they are specifically assigned to the direct supervision of the Federal Agencies, such State or County personnel, although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

50. **Suppression and Damage Collection:** Nothing in this Agreement shall preclude the Federal Agencies or the State or County from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liabilities provisions of Federal and State statutes and common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

51. **Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or Independent Action.

52. **Third Party Claims:** The parties to this Agreement do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, or to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement. The Federal Tort Claims Act is applicable to the federal agencies and the laws of the State of Wyoming are applicable to the state agencies.

53. **Sovereign Immunity:** The State of Wyoming, Counties, and Federal Agencies do not waive sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state and federal laws.

54. **Amendments Procedure:** This Agreement may be amended at any time by written mutual consent of all parties hereto. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

55. **Civil Rights:** The Agencies and Counties shall comply with all State of Wyoming and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

56. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of the last signature below and shall continue for 5 years, unless terminated earlier. Any party shall have the right to terminate their participation to this Agreement annually between November 1 and March 30 upon 30 days written notice to all parties.

57. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the State will use its best efforts to establish cooperative fire agreements with the Counties and local fire service entities in Wyoming which have local wildland fire responsibilities.

58. **Authorized Representatives:** By signature below, the Agencies certify that the individuals listed in this document as representatives of the Agencies are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

USDA FOREST SERVICE  
INTERMOUNTAIN REGION

/s/Dave Freudenthal 1/24/07  
Chairman Date

/s/Mary Wagner for the Regional Forester 2/06/07  
Regional Forester Date

/s/Bridget Hill 1/23/07  
Bridget Hill, Assistant Attorney General Date

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

/s/Bill Crapser 1/25/07  
WY State Forester Date

/s/Michael D. Snyder 1/17/07  
Regional Director Date

USDI BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE

USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION

/s/Robert A. Bennett 1/11/07  
State Director Date

/s/Richard A. Coleman 1/16/07  
Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS  
ROCKY MOUNTAIN REGION

USDA FOREST SERVICE  
INTERMOUNTAIN REGION

/s/Edward Parisian 1/19/07  
Regional Director Date

/s/Doris K. Mackey 2/05/07  
Regional Grants and Agreements Officer Date

/s/Mary King 1/19/07  
BIA Contracting Specialist Date

USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

/s/Greg Griffith 1/11/07  
Deputy Regional Forester Date

/s/Thomas J. Forsyth 1/17/07  
Contracting Officer Date

The authority and format of this instrument has been reviewed and approved for signature.

USDI BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE

/s/LuAnn Waida 1/10/07  
Agreements Coordinator Date  
USDA Forest Service, Region 2

/s/Dave Johnson 1/12/07  
Agreements Coordinator Date  
WY BLM

## EXHIBIT A

### GLOSSARY OF TERMS

**Agencies:** The parties to this agreement.

**Agency Administrator:** The Agency Administrator for each Agency is listed as follows: Wyoming State Forestry Division, State Forester; Bureau of Land Management, State Director; Forest Service, Regional Forester, Region 2 and 4; Bureau of Indian Affairs, Regional Director; National Park Service, Intermountain Regional Director; Fish and Wildlife Service, Regional Director.

**Agency Representative:** An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

**Annual Operating Plans:** Annually updated documents authorized by the appropriate administrators for implementing this Agreement in their respective areas of responsibility.

**Area Coordinating Group:** A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for Interagency wildland fire activities in respective areas of influence.

**Assisting Agency:** An agency or county providing fire suppression or other support and resources to the Protecting Agency.

**Boundary Line Fire:** This includes a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in the first category above.

**Closest Forces Concept:** The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

**Cooperator:** Organized fire forces of other agencies, county paid or volunteers, public or private, at the local, municipal, state, or federal level.

**Cost Share Agreement:** A document prepared between the agencies and/or the counties to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the agencies.

**County:** County and local fire service entities, including Volunteer Fire Departments, County Fire Organizations, Joint Powers Boards, or Fire Protection Districts.

**Direct Protection Area:** That area which, by law or identified, assumed, or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State

or its Counties or by a Federal agency. This may include land protected under exchange or payment for protection.

**Direct Costs:** All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes Overhead Costs.

**Draw Down Level:** A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

**Fire:** Except when stated otherwise, this is the same as wildland fire.

**Geographic Area Coordination Centers:** Centers for National and Statewide intelligence gathering, coordination, and prioritization of resources for wildland fire emergencies. The Centers will produce and be guided by a Mobilization Guide which has been reviewed by an Interagency Coordinating Committee. Centers which are affected by this Agreement include the Great Basin, Rocky Mountain, and Northern Rockies Coordination Centers.

**ICS (Incident Command System):** The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event. Includes "Wyoming Incident Command System" as defined in the Annual Operating Plans.

**Initial Attack Forces:** Wildland fire suppression resources of Agencies or Counties initially dispatched to a fire in accordance with a pre-existing Annual Operating Plan or mobilization guide.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Jurisdictional Agency:** The agency or county which has or assumes overall land and resource management and/or protection responsibility as provided by Federal or State law.

**Local Resources:** Resources operating within the County from which they originated.

**Move-Up and Cover:** Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area normally covered by resources that have been dispatched.

**Mutual Aid:** Assistance provided by an Assisting Agency at no cost to the Protecting Agency. Mutual aid is for mutual benefit of the Agencies and Counties and is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in Annual Operating Plans. Sometimes called Reciprocal Fire Protection.

**Overhead Costs:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Prescribed Fire:** The planned and/or permitted use of fire to accomplish specific land management objectives.

**Preparedness:** Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with Agencies and Counties.

**Prevention:** Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

**Priorities:** The items established by the Rocky Mountain Area Multi-Agency Coordinating Group in the following order of importance:

1. Firefighter and Public Safety
2. Threats to:
  - Communities and community infrastructure
  - Commercial businesses
  - Principal residences
  - Non-principal residences
  - Significant historical or cultural resources that will be adversely affected by fire
  - Forest and range improvements
  - Outbuildings
3. Threats to natural resources:
  - Threatened and endangered species habitat
    - Critical habitat
    - Key habitat
  - Sensitive species habitat
  - Critical winter range
  - Other

Priorities Criteria tempered with:

- Probability of success / Consequences of failure
- Duration of resource commitment
- Short and long-term benefits of fire use for resource benefit

**Protecting Agency:** The Agency or County responsible or assuming responsibility for providing direct wildland fire protection to a given area pursuant to this agreement.

**Protection Area Maps:** Official maps of the annual operating plans.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct fire protection responsibility and are shown on maps in the Annual Operating Plans.

**Reimbursable (Assistance by Hire):** Fire suppression resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its Annual Operating Plans. Excludes Mutual Aid.

**Resources:** All personnel, equipment, and aircraft available for assignment of tasks.

**State Resources:** Resources owned by the State, County resources, and resources available through agreements between the State and other State Agencies. This includes the Wyoming State Forestry Division Smoke Busters and Wrangler firefighting crews as well as Wyoming Military Department and Wyoming Office of Homeland Security.

**Suppression:** All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service; Field Manager for the Bureau of Land Management; State Forester, Assistant State Forester, Fire Management, State District Forester, as designated for the State Forestry Division; Agency Superintendent for the Bureau of Indian Affairs; Park Superintendent for the National Park Service; and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner, County Fire Warden, Fire District Board, or Joint Powers Board and/or their respective representative at the local level.

**Values:** Items taken into consideration when establishing priorities such as but not limited to habitat loss, watersheds, infrastructures, cultural resources, and other similar items.

**Wildland:** Lands with few or no permanent improvements.

**Wildland Fire:** Any non-structural fire that occurs on wildland.

**Wildland Fire Use:** Management of naturally ignited wildland fires to accomplish specific pre-stated management objectives in predefined geographic areas outlined in fire management plans.

**Wildland Urban Interface:** The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

**Zone Dispatch Centers:** Interagency Zones Dispatch Centers within Wyoming (Teton, Rawlins, Casper, Cody, Great Plains) responsible for initial attack dispatch, out-of-zone dispatching requests, logistical support, intelligence gathering and dissemination.

## EXHIBIT B

### ANNUAL OPERATING PLAN OUTLINE GUIDE

Annual Operating Plans will be working documents developed at appropriate levels for the purpose of implementing the Interagency Cooperative Fire Management Agreement. Annual Operating Plans shall become part of the Interagency Cooperative Fire Management Agreement.

Plans must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing operating plans. Plans should include these items, where applicable, and follow this format:

1. Plan approvals from authorized agency representatives with dates.
2. Identification of the jurisdictions within the area of the plan.
3. Authority for plan - cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies, and Agreement for Federal Cooperative Wildfire Protection between the State and the County or fire service entity.
4. Purpose of plan - brief narrative.
5. Definitions and description of:
  - a. Fire Protection Responsibilities and Priorities
  - b. Mutual Aid Response Areas by Dispatch Levels
  - c. Mutual Aid Move-up and Cover Facilities
  - d. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
  - e. Responsibility for Non-Wildland Fire Emergencies
  - f. Repair of Wildfire Suppression Damage
6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating agencies.
  - a. Kind (by ICS type; i.e. Crews, Dozers, Engines, etc.)
  - b. Location
  - c. Anticipated Availability Period
  - d. Staffing Levels
  - e. Contact Points and Names
  - f. Fire Caches
7. Protection Area Maps Showing;



- a. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
- b. Fire Protection facilities by Agency and location
- c. Direct Protection Areas
- d. Mutual Aid Dispatch Areas
- e. Special Management Consideration Areas
- f. Date Effective

## 8. Fire Readiness

- a. Fire Planning
  - 1) Presuppression analysis plans
  - 2) Prevention plans
  - 3) Prescribed fire plans
- b. Wildfire Training Needs and Coordination
- c. Inspection Schedules

## 9. Wildfire Suppression Procedures

- a. ICS Use
- b. Detection Standards
- c. Relationship with local mobilization guide
- d. Notification about Fires
- e. Establishment and Revision of Mutual Aid Dispatch Areas
- f. Initial Attack Dispatch Levels and their determination
- g. Dispatching and Resource Order Process
  - 1) Unified Command
  - 2) Boundary Fires
- h. Reinforcements and Support
- i. Move-up and Cover Locations and Procedures
- j. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
- k. Interagency Sharing of Communications Systems and Frequencies
- l. Wildland Fire Situation Analysis/Delegation of Authority
- m. State Emergency Fire Fund
- n. Dispatch Centers or other incident support facilities
- o. Post-incident Action Analysis
- p. Out-of-Jurisdiction Assignments
  - 1) Standards
  - 2) Procedures

## 10. Aviation Procedures

- a. Aviation map and narrative
  - 1) Hazards
  - 2) Sensitive Zones (urban interface, aquatic, wilderness, etc.)
  - 3) Helispots, dip sites
  - 4) Automatic dispatch zones (tied to preparedness planning)

- 5) Detection routes
    - 6) Foam/retardant restriction areas
  - b. Flight following/frequency management
  - c. CWN aircraft, tactical and support aircraft
  - d. Fixed wing base management
  - e. Single Engine Attack Tanker Bases
  - f. Leadplane/air attack activation
  - g. Aviation Requests and Operations
    - 1) Initial Attack
    - 2) Boundary Fires
    - 3) Wildland Urban Interface
    - 4) Mutual Aid Procedures
    - 5) Air Space Restrictions
  - h. Inspection Schedules
- 11. Fire Prevention
  - a. General Cooperative Activities
  - b. Information and Education
    - 1) Fire Danger Information
      - a) Fire Weather Station Locations
      - b) Data Sharing and Methods
      - c) Fire Danger dissemination
      - d) Fire Prevention Signs
    - 2) Joint or Single Agency Press Releases
    - 3) Smokey Bear Program
    - 4) "Let's Talk Fire" Programs
    - 5) Red Flag Operations
  - c. Engineering
    - 1) Land Use Planning (wildland-urban interface)
    - 2) Defensible space and fuels treatments
    - 3) Railroads and Utilities
  - d. Enforcement
    - 1) Issuing Open Burning and Campfire Permits
    - 2) Restrictions and Closures (initiating, enforcement, and lifting)
    - 3) Fire Investigations
- 12. Fuel Management and Prescribed Fire Considerations
- 13. Cost Reimbursements
  - a. Non-Reimbursable Items
  - b. Reimbursable Items
  - c. Wildfire Prevention
  - d. Wildfire Readiness
  - e. Wildfire Suppression
    - 1) Dispatching
    - 2) Initial Attack

- 3) Mutual Aid
- 4) Reinforcements
- 5) Aviation
- 6) Cost Share Plan
- 7) Out-of-Jurisdiction Assignments
- 8) Billing Procedures
- 9) Resource Use Rates

14. General Procedures. How to handle:

- a. Periodic Program Reviews
- b. Annual Updating of Plans
- c. Changes During Year (due to budget cuts or supplemental funding)
- d. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- a. Bureau of Land Management
- b. Wyoming State Forestry Division
- c. USDA Forest Service
- d. Bureau of Indian Affairs
- e. National Park Service
- f. Fish and Wildlife Service
- g. County
  - 1) Board of Commissioners
  - 2) Sheriff's Department
  - 3) Fire Departments
  - 4) Emergency Services Coordinator

Additional guidelines for Annual Operating Plans:

Command Structure – Unified command should be used, as appropriate, whenever multiple jurisdictions are involved, unless one or more parties request a single agency incident commander (IC). If there is a question about jurisdiction, fire managers should mutually decide and agree on the command structure as soon as they arrive on the fire; this decision should be confirmed by agency administrators as soon as possible. Once this decision has been made, the incident organization in use should be relayed to all units on the incident as well as local dispatch centers. In all cases, the identity of the IC must be made known to all fireline and support personnel.

Communications – A common designated radio frequency should be a direct or line-of-sight frequency. Responding and requesting parties should monitor for any changes in weather conditions or safety or emergency situations. Once command decisions are made, they must be transmitted and confirmed over the responding the requesting parties' tactical frequencies.

Distance/Boundaries – Responding and requesting parties should identify any mileage limitations from mutual boundaries where mutual aid is either pay or non-pay status.

Time/Duration – Responding and requesting parties should identify time limitations for resources in a non-reimbursable status, and rates when the resources are in a reimbursable status.

Qualification/Minimum Requirements – Agreements on minimum qualifications for fire personnel, physical fitness standards, and minimum requirements for Personal Protective Equipment (PPE) should be defined within the operating plan. In many cases (where State and County lands are not threatened), Federal agencies require adherence to PPE, NWCG 310-1 training and physical fitness standards.

## EXHIBIT C

### SAMPLE COST SHARE AGREEMENT

The following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME:

\_\_\_\_\_

INCIDENT NUMBERS BY AGENCY:

\_\_\_\_\_

START DATE AND TIME:

\_\_\_\_\_

JURISDICTIONS/CAUSE:

INCIDENT COMMANDER(S):

\_\_\_\_\_

This Cost Share Agreement between

and

\_\_\_\_\_, and with the cooperation of \_\_\_\_\_  
\_\_\_\_\_ as prepared under the following  
authorities provided by:

1. The Interagency Cooperative Fire Management Agreement between the State of Wyoming, USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service.

2. Agreement for Federal Cooperative Wildfire Protection between \_\_\_\_\_  
\_\_\_\_\_ and the State of Wyoming.

3. \_\_\_\_\_

Agency Representatives participating in development of Cost Share Agreement:

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

COST SHARE AGREEMENT FOR THE  
\_\_\_\_\_ INCIDENT;

It is hereby agreed that the cost basis on this Incident will be shared as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale used in developing this cost agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following section is optional but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

AGENCY	DIRECT COSTS	AIR/RETARDANT COSTS
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
TOTAL	_____ 100%	_____ 100%

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods as conditions and fire spread change.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

## ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Wyoming has been delegated to the respective unit administrators in the Interagency Cooperative Fire Protection Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Assistant State Forester, Fire Management, or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner, county fire warden, fire district board, or joint powers board at the local level.

### General Guidelines:

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

Method 1: Cost can be shared proportionately based upon the acreage burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agency's proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.



## Definitions

**Direct Costs:** All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

**Indirect Costs:** All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

## EXHIBIT D

### DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN FEDERAL AGENCIES AND THE WYOMING STATE FORESTRY DIVISION

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the Wyoming State Forestry Division.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Cooperative Agreement/Contract	Cooperative Agreement	Cooperative Agreement/Contract
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Reclamation	Procurement	Financial Assistance	Procurement
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to **RECEIVE** monies from other Federal Agencies.

<b>FEDERAL AGENCY SELLER</b>	<b>FIRE SUPPRESSION</b>	<b>RURAL FIRE ACTIVITIES</b>	<b>PRESCRIBED BURNS</b>
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

4. Please enter the type of document(s) required by your agency to **RECEIVE** monies from the Wyoming State Forestry Division

<b>FEDERAL AGENCY BUYER</b>	<b>FIRE SUPPRESSION</b>	<b>RURAL FIRE ACTIVITIES</b>	<b>PRESCRIBED BURNS</b>
U.S. Forest Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Land Management	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. National Park Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Fish & Wildlife Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Reclamation	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Indian Affairs	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State

(For internal operating procedures or internal documents, contact your local Grants and Agreements Specialist/fiscal/financial/budget officer.)